

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                              |                                                     |                                                                                                                                  |                                  |                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br>(Construction, Alteration, or Repair)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                              | 1. SOLICITATION NO.<br><br>HSBP1017R0022            | 2. TYPE OF SOLICITATION<br><br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br><br>03/17/2017 | PAGE OF PAGES<br><br>1 of 69     |
| IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                              |                                                     |                                                                                                                                  |                                  |                                  |
| 4. CONTRACT NO.<br>HSBP1017D00020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              | 5. REQUISITION/PURCHASE REQUEST NO.<br>20098173 RFP |                                                                                                                                  | 6. PROJECT NO.                   |                                  |
| 7. ISSUED BY<br>DHS - Customs & Border Protection<br>Customs and Border Protection<br>1300 Pennsylvania Ave, NW<br>Procurement Directorate - NP 1310<br>Washington<br>DC 20229                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                              | 8. ADDRESS OFFER TO                                 |                                                                                                                                  |                                  |                                  |
| 9. FOR INFORMATION<br>CALL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | A. NAME<br>Keisha M. Benford |                                                     | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)<br>202-325-3561                                                          |                                  |                                  |
| <b>SOLICITATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                              |                                                     |                                                                                                                                  |                                  |                                  |
| <b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                              |                                                     |                                                                                                                                  |                                  |                                  |
| 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):<br>Solid Concrete Wall Prototype Construction Design-Build, Multiple Award Indefinite Delivery/Indefinite Quantity (IDIQ) Task Order Contract (TOC) North American Industry Classification System Code (NAICS) 236220 Commercial and Institutional Building Construction Small Business Size Standard: \$36.5M.<br>This IDIQ TOC is to perform associated design and construction of projects. Projects may include, but are not limited to: the design and construction of a solid concrete wall prototype and various miles of border wall along the southwest border (i.e. San Diego, CA to Brownsville, TX).<br>The award of the Prototype meets the IDIQ minimum guarantee quantity. The minimum guarantee is applicable for the performance period of the contract and shall be obligated at the time of award. The maximum aggregate price for all individual orders awarded under the resulting IDIQ shall not exceed \$300,000,000 for the five year (5) period.<br>The minimum per task is estimated to be \$100,000 and the maximum order is estimated not to exceed \$275,000,000 for any order.<br>NOTE All awardees of the IDIQ will be required to meet the Payment and Performance bonding requirements for each task order. |                              |                                                     |                                                                                                                                  |                                  |                                  |
| 11. The contractor shall begin performance within <u>Per TO</u> calendar days and complete it within <u>Per TO</u> calendar days after receiving<br><input type="checkbox"/> award <input type="checkbox"/> notice to proceed.    This performance period is <input type="checkbox"/> mandatory <input type="checkbox"/> negotiable    (SEE <u>See SOW</u> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                              |                                                     |                                                                                                                                  |                                  |                                  |
| 12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br>(If "YES" indicate within how many calendar days after award in Item 12B.)<br><input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                              |                                                     |                                                                                                                                  |                                  | 12B. CALENDAR DAYS<br><br>Per TO |
| 13. ADDITIONAL SOLICITATION REQUIREMENTS:<br>A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.<br>B. An offer guarantee <input type="checkbox"/> is, <input type="checkbox"/> is not required.<br>C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.<br>D. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                              |                                                     |                                                                                                                                  |                                  |                                  |

| <b>OFFER (Must be fully completed by offeror)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |               |                                                         |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                            |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-----------------------------------|--|---------------|--|--|--|--|--|--|--|--|--|------|--|--|--|--|--|--|--|--|--|
| <b>14. NAME AND ADDRESS OF OFFEROR</b> <i>(Include ZIP Code)</i><br><br>TEXAS STERLING CONSTRUCTION CO<br><br>20810 FERNBUSH LN<br><br>HOUSTON TX 77073-3599                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |               |                                                         |                                                                                                                                                                    | <b>15. TELEPHONE NO.</b> <i>(Include area code)</i><br><br><br><b>16. REMITTANCE ADDRESS</b> <i>(Include only if different than Item 14)</i><br><br><br>                                                                                                                                                                                                   |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| CODE 084958933                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | FACILITY CODE |                                                         |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                            |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <b>17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within <u>1</u> calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i></b><br><br>AMOUNTS                                                                                                                                                      |  |               |                                                         |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                            |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <b>18. The offeror agrees to furnish any required performance and payment bonds.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |               |                                                         |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                            |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <b>19. ACKNOWLEDGMENT OF AMENDMENTS</b><br><i>(The offeror acknowledges receipt of amendments to the solicitation — give number and date of each)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |               |                                                         |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                            |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">AMENDMENT NO.</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>DATE</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>                                                                                         |  |               |                                                         |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                            |  |  |                                   |  | AMENDMENT NO. |  |  |  |  |  |  |  |  |  | DATE |  |  |  |  |  |  |  |  |  |
| AMENDMENT NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |               |                                                         |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                            |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |               |                                                         |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                            |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <b>20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER</b> <i>(TYPE OR PRINT)</i><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |               |                                                         |                                                                                                                                                                    | <b>20B. SIGNATURE</b><br><br>                                                                                                                                                                                                                                                                                                                              |  |  | <b>20C. OFFER DATE</b><br><br>    |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <b>AWARD (To be completed by the Government)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |               |                                                         |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                            |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <b>21. ITEMS ACCEPTED:</b><br><br>See individual task orders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |               |                                                         |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                            |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <b>22. AMOUNT:</b><br><br>Not To Exceed \$300,000,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |               | <b>23. ACCOUNTING AND APPROPRIATION DATA</b><br><br>N/A |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                            |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <b>24. SUBMIT INVOICES TO ADDRESS SHOWN IN</b><br><i>(4 copies unless otherwise specified)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |               |                                                         | ITEM                                                                                                                                                               | <b>25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO</b><br><br><input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )                                                                                                                                                                                           |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <b>26. ADMINISTERED BY</b> CODE<br>DHS - Customs & Border Protection<br>Customs and Border Protection<br>1300 Pennsylvania Ave, NW<br>Procurement Directorate - NP 1310<br>Washington DC 20229                                                                                                                                                                                                                                                                                                                                                                                                                             |  |               |                                                         | <b>27. PAYMENT WILL BE MADE BY</b><br>DHS - Customs & Border Protection<br>Commercial Accounts Sect.<br><br>6650 Telecom Drive, Suite 100<br>Indianapolis IN 46278 |                                                                                                                                                                                                                                                                                                                                                            |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |               |                                                         |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                            |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <input checked="" type="checkbox"/> <b>28. NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract. |  |               |                                                         |                                                                                                                                                                    | <input type="checkbox"/> <b>29. AWARD</b> (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <b>30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN</b> <i>(Type or Print)</i><br><br>MICHAEL E. DUFFY VICE PRESIDENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |               |                                                         |                                                                                                                                                                    | <b>31A. NAME OF CONTRACTING OFFICER</b> <i>(Type or Print)</i><br><br>Kerri A. Bishop                                                                                                                                                                                                                                                                      |  |  |                                   |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| <b>30B. SIGNATURE</b><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |               | <b>30C. DATE</b><br>Aug 31, 2017                        |                                                                                                                                                                    | <b>31B. UNITED STATES OF AMERICA</b><br>BY                                                                                                                                                                                                                                                                                                                 |  |  | <b>31C. AWARD DATE</b><br>8/31/17 |  |               |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |

STANDARD FORM 1442 (REV. 8/2014) BACK

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**SECTION A Continuation - Solicitation/Contract Form SF 1442 Construction Design/Build**

This acquisition will result in the award of multiple IDIQ contracts for the construction of a solid concrete wall prototype with the capacity to issue future task orders for construction along the American-Mexican border. This acquisition is separate and apart from solicitation HSBP1017R0023 for the "Border Wall Prototype", which is for the acquisition of a prototype using other than solid concrete materials, in addition to future possible construction along the American-Mexican border.

The performance period of each IDIQ contract shall be five (5) years from date of award with the total value of all awarded contracts having a maximum order limit of \$300,000,000.

The Government will make the award of each IDIQ contract and the first task order (TO) simultaneously. The first TO award will be for the design and build of the "Border Wall Prototype" and Mock-ups (collectively, Prototype) in accordance with the Statement of Work. Award of the Prototype will satisfy the minimum guarantee of the IDIQ contract.

Pursuant to FAR 52.232-18, Availability of Funds, the Government's obligation under this solicitation, or any contract or TO that might result from the solicitation is entirely subject to, and contingent upon, the availability of appropriated funds. No legal liability on the part of the Government shall arise until funds are made available to the Contracting Officer and a TO is awarded by the Contracting Officer. Any offeror proposing on this solicitation does so at its own cost and with the full knowledge that a contract or TO for the Prototype project might not result from this solicitation.

After award of the IDIQ and Prototype TO, the successful IDIQ contractors will all compete for future TOs based upon the evaluation factors set forth in the TO RFPs. Only the successful IDIQ awardees shall be allowed to compete for future TOs under these IDIQs. IDIQ contract holders are expected to submit a proposal for all future TO RFPs received from the Government. However, in the event an awardee is unable to submit a proposal on a particular TO RFP, the contractor is required to notify, in writing, the Contracting Officer who issued the TO RFP within five (5) working days from receipt of the RFP. An awardee can only elect to withdraw from submitting a proposal on three (3) TO RFPs during a 365 calendar day period. Additional withdrawal requests, in excess of 365 calendar day period, may result in the Government terminating a contractor's IDIQ contract for default.

**52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014).**

**A.1 Task and Delivery Order Ombudsman (Feb 2008)**

The individual named below has been appointed as the Task and Delivery Order Ombudsman for the U.S. Customs and Border Protection (CBP).

The Task and Delivery Order Ombudsman will review complaints from contractors and ensure they are afforded a fair opportunity to be considered for task or delivery orders, consistent with the procedures contained in this indefinite quantity contract.

Name: Richard Gunderson  
Address: U.S. Customs and Border Protection  
Procurement Directorate  
1300 Pennsylvania Avenue, NW.  
Suite 1310 National Place  
Washington, D.C. 20229  
Email: richard.gunderson@cbp.dhs.gov

(End of clause)

[END OF SECTION A]

**SECTION B SUPPLIES OR SERVICES & PRICES OR COSTS**

**Schedule B – Pricing Schedule**

A Pricing Schedule shall be provided for future Request for Proposal Task Orders.

**Prototype Range**

The estimated price range for the “Border Wall Prototype” is between \$200,000 and \$500,000.

**Contract Minimum & Maximum**

The Prototype TO is the minimum guarantee per IDIQ award. Each IDIQ contract will have a maximum contract value not to exceed \$300,000,000.

[END OF SECTION B]

**SECTION C SPECIFICATIONS/SOW/SOO/ORD**

**C.1 SPECIFICATIONS, STATEMENT OF WORK, STATEMENT OF OBJECTIVES OR PERFORMANCE  
WORK STATEMENT ATTACHED (JUN 2013)**

The Specifications, Statement of Work, or Statement of Objectives which describe the work to be performed hereunder, although attached, is incorporated and made a part of this document with the same force and effect of "specifications" as described in the clause, Order of Precedence, FAR 52.215-8 incorporated herein by reference.

(End of clause)

**C.2 Description of Work:**

(a) Cost Range: the Prototype TO is the minimum guarantee per the IDIQ award requirement with each IDIQ contract having a maximum contract value not to exceed \$300,000,000.

1) NAICS Code: **236220**

2) Statement of Work: "Border Wall and Prototype IDIQ Design Build Contract"

3) The Contractor shall furnish all labor, material, equipment, supervision, etc. necessary to complete the requirements of this contract in accordance with this contract, and all applicable Federal, State, and Local laws, regulations, specifications, codes, certifications, etc., to whichever is most stringent.

See Attachment #1 for Statement of Work.

(End of clause)

[END OF SECTION C]

**SECTION D PACKAGING & MARKING**

**Packaging, Packing and Marking (Mar 2003)**

Material shall be packaged, packed and marked for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Packages shall be clearly identified on the outer wrapping with the contract number and delivery/task order number, if applicable.

The TO RFP may provide added requirements, as applicable.

(End of clause)

[END OF SECTION D]

**SECTION E INSPECTION & ACCEPTANCE**

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

**E.1 52.246-12 - Inspection of Construction (Aug 1996)**

**E.2 52.246-13 – Inspection-Dismantling, Demolition, or Removal of Improvements (Aug 1996)**

[END OF SECTION E]



**SECTION F DELIVERIES OR PERFORMANCE****I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES****F.1 52.211-13 - Time Extensions (Sep 2000)****F.3 52.211-10 - Commencement, Prosecution, and Completion of Work (Apr 1984)**

The Contractor shall be required to:

1. commence work on the TO within one (1) calendar day after the date the Contractor receives the Notice to Proceed (NTP).
2. prosecute the work diligently, and
3. complete the entire work ready for use in accordance with the requirements as stated in the awarded TO.

(End of clause)

**F.4 52.211-12 - Liquidated Damages - Construction (Sept 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government as defined within the RFP (per TO – no liquidated damages identified for the initial task order; TO RFPs will identify liquidated damages for future task orders) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

**F.5 Period of Performance (Mar 2003)**

The period of performance of this contract shall be five (5) years from Date of Award. Each task order issued under this contract will include its own period of performance.

(End of clause)

**F.6 Federal Holiday Closure (Mar 2003)**

The following Federal Legal Holidays are observed under this contract, and the contractor will not be able to perform work on these days. Any of the holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday:

|                                                                   |                                                         |
|-------------------------------------------------------------------|---------------------------------------------------------|
| New Year's Day – 1 <sup>st</sup> of January                       | Labor Day – 1 <sup>st</sup> Monday in September         |
| Martin Luther King's Birthday - 3 <sup>rd</sup> Monday in January | Columbus Day - 2 <sup>nd</sup> Monday in October        |
| President's Day – 3 <sup>rd</sup> Monday in February              | Veterans Day – 11 <sup>th</sup> of November             |
| Memorial Day - Last Monday in May                                 | Thanksgiving Day – 4 <sup>th</sup> Thursday in November |
| Independence Day – 4 <sup>th</sup> of July                        | Christmas Day – 25 <sup>th</sup> of December            |

(End of clause)

[END OF SECTION F]

## SECTION G CONTRACT ADMINISTRATION DATA

### G.1 Contracting Officer's Authority (Mar 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract.

The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

(End of clause)

### G.2 Submission of Invoices

Copies of invoices will be submitted to the CO and COR by e-mail. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905 and the invoice shall be accompanied by a Progress Report form (sample to be provided after award or the contractor may provide an equivalent Progress Report form with approval from the CO), if applicable; and the employee wage payrolls shall be up-to-date.

Once the COR and CO approves of the submitted invoice, the contractor shall comply with the following electronic invoicing process.

(End of clause)

### G.3 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (Jan 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). Payment terms for existing contracts and orders awarded prior to April 11, 2016 remain the same. The Contractor must use IPP for contracts and orders awarded April 11, 2016 or later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to April 11, 2016.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP:

1. Soft Copy of the Invoice

Note: If applicable, all Davis Bacon Payrolls must be submitted and approved by CO before submitting an invoice in IPP.

The IPP was designed and developed for Contractors to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting [IPPCustomerSupport@fms.treas.gov](mailto:IPPCustomerSupport@fms.treas.gov) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of clause)

[END OF SECTION G]

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on his contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract are:

Contractor's Construction Superintendent  
Contractor's Project Manager  
Contractor's Lead Designer

However, additional Key Personnel may be added at the task order level per the TO RFP.

(End of clause)

### H.2 Disclosure of Information (Mar 2003)

A. General: Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons, except as may be necessary in the performance of the contract.

B. Technical Data Rights: The Contractor shall not use, disclose, reproduce, or otherwise divulge or transmute to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

C. Privacy Act: In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

(End of clause)

### H.3 Post Award Evaluation of Contractor Performance (Jul 2014)

#### A. Contractor Performance Evaluations

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Representatives (CORs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) or contract specialists (CS) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given up to fourteen (14) days to submit written comments or a rebuttal statement. Within the first seven (7) calendar days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the fourteen (14) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the Reviewing Official (RO) within the division/branch the AO is assigned. Once the RO completes the review, the evaluation is considered complete and the decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

B. Designated Contractor identify a primary representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

**C. Electronic Access to Contractor Performance Evaluations**

The AO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

(End of clause)

**H.4 Government Consent of Publication/Endorsement (Mar 2003)**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(End of clause)

**H.5 Ordering Procedures**

Ordering of design and build services under this contract shall be accomplished through the issuance of written fixed price task orders.

In accordance with FAR 16.505(b)(1), the Contracting Officer will ensure that all Contractors (IDIQ contract holders) receive a fair opportunity to compete for task orders issued under this contract. When there is a requirement for a task order to be fulfilled, the Government will issue a Request for Proposals (RFP) to all Contractors under the IDIQ contract. Each TO RFP will define and include the requirements, proposal instructions, evaluation criteria, and clauses unique to the award of the individual task order, including an explicit designation of the applicable FAR Part 25 clauses. Unless otherwise specified, all applicable clauses in the IDIQ contract shall apply at the task order level,

Future TO RFPs will also require Offerors to bond for the full value of the awarded task orders, as set forth in FAR 52.216-9, "Order Limitation." The TO RFPs will define the bonding requirements for each task order. All offerors shall be able to bond for the full value of any future task order in order to be considered in the evaluation and award of future task orders awarded under the IDIQ contract.

After the Government has completed an evaluation of the submitted proposals, the CO may conduct discussions with the Contractors, as needed, to resolve and/or understand any concerns within their RFP proposals. Following any discussions with the Contractors, the CO will issue a written task order to the Contractor who provides the best value to the Government, as defined in each task order.

All task orders issued under this contract shall conform to the provisions of the contract clauses FAR 52.216-18 "Ordering," and FAR 52.216-9, "Order Limitation," contained in the contract.

The only office(s) authorized to issue task orders under this contract are:

U.S. Customs and Border Protection  
Office of Acquisition

(End of clause)

[END OF SECTION H]

**SECTION I CONTRACT CLAUSES**

**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
[www.acquisition.gov](http://www.acquisition.gov)

(End of clause)

**I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES**

NUMBER TITLE

**I.2 52.202-1 DEFINITIONS (NOV 2013)**

**I.3 52.203-3 GRATUITIES (APR 1984)**

**I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)**

**I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**

**I.6 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**

**I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**

**I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**

**I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**

**I.10 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)**

**I.11 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)**

**I.12 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

**I.13 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)**

**I.14 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**

**I.15 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

**I.16 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)**

**I.17 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)**

**I.18 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016).**

- I.19 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
- I.20 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- I.21 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
- I.22 52.210-1 MARKET RESEARCH (APR 2011)
- I.23 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010)
- I.24 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)
- I.25 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)
- I.26 52.219-8 UTILIZATION of SMALL BUSINESS CONCERNS (NOV 2016)
- I.27 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017)
- I.28 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)**
- I.29 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
- I.30 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- I.31 52.222-3 CONVICT LABOR (JUN 2003)
- I.32 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS--OVERTIME COMPENSATION (MAY 2014)
- I.33 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)
- I.34 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)
- I.35 52.222-8 PAYROLLS AND BASIC RECORDS (MAY 2014)
- I.36 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)
- I.37 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
- I.38 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
- I.39 52.222-12 CONTRACT TERMINATION--DEBARMENT (MAY 2014)
- I.40 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
- I.41 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- I.42 52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)
- I.43 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)



- I.44 52.222-26 EQUAL OPPORTUNITY (SEP 2016)
- I.45 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)
- I.46 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
- I.47 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
- I.48 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
- I.49 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- I.50 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- I.51 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
- I.52 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
- I.53 52.222-60 PAYCHECK TRANSPARENCY (Executive Order 13673) (OCT 2016)
- I.54 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)
- I.55 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)
- I.56 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
- I.57 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
- I.58 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
- I.59 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- I.60 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)
- I.61 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- I.62 52.223-21 FOAMS (JUN 2016)
- I.63 52.223-22 PUBLIC DISCLOSURE of GREENHOUSE GAS EMISSIONS and REDUCTION GOALS – REPRESENTATION (DEC 2016)
- I.64 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- I.65 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- I.66 52.227-4 PATENT INDEMNITY-CONSTRUCTION CONTRACTS (DEC 2007)
- I.67 52.227-17 RIGHTS IN DATA-SPECIAL WORKS (DEC 2007)
- I.68 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)



- I.69 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
- I.70 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- I.71 52.228-11 PLEDGES OF ASSETS (JAN 2012)
- I.72 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014)
- I.73 52.228-14 IRREVOCABLE LETTER OF CREDIT (MAY 2014)
- I.74 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)
- I.75 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
- I.76 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- I.77 52.232-16 PROGRESS PAYMENTS (APR 2012), ALT I (MAR 2000)( As Applicable, Per TO)
- I.78 52.232-17 INTEREST (MAY 2014)
- I.79 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- I.80 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) ALTERNATE I (APR 1984)
- I.81 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
- I.82 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- I.83 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- I.84 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- I.85 52.233-1 DISPUTES (MAY 2014)
- I.86 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- I.87 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- I.88 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- I.89 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- I.90 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- I.91 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- I.92 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- I.93 52.236-8 OTHER CONTRACTS (APR 1984)
- I.94 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

- I.95 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- I.96 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- I.97 52.236-12 CLEANING UP (APR 1984)
- I.98 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- I.99 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- I.100 52.236-17 LAYOUT OF WORK (APR 1984)
- I.101 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
- I.102 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)
- I.103 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- I.104 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)
- I.105 52.236-28 PREPARATION OF PROPOSALS-CONSTRUCTION (OCT 1997)
- I.106 52.242-13 BANKRUPTCY (JUL 1995)
- I.107 52.242-14 SUSPENSION OF WORK (APR 1984)
- I.108 52.243-4 CHANGES (JUN 2007)
- I.109 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)
- I.110 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- I.111 52.248-3 VALUE ENGINEERING--CONSTRUCTION (OCT 2015)
- I.112 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
- I.113 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- I.114 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- I.115 3052.203-70 INSTRUCTIONS FOR CONTRACTOR DISCLOSURE OF VIOLATIONS (SEP 2012)
- I.116 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012) ALTERNATE I (SEP 2012)
- I.117 3052.205-70 ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES (SEP 2012)  
ALTERNATE I (SEP 2012)
- I.118 3052.219-70 SMALL BUSINESS SUBCONTRACTING PLAN REPORTING (JUN 2006)
- I.119 3052.219-71 DHS MENTOR-PROTEGE PROGRAM (JUN 2006)
- I.120 3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT  
WORK (DEC 2003)
- I.121 3052.222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)

**I.1223052.228-70 INSURANCE (DEC 2003)**

**I.1233052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)**

**I.12452.204-21 - BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)**

(a) Definitions. As used in this clause -

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
  - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

**I.127 52.216-18 Ordering (Oct 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the contract completion date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**I.128 52.216-19 Order Limitations (Oct 1995)**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100,000.00 per task order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of \$275,000,000.00;
  - (2) Any order for a combination of items in excess of \$275,000,000.00; or
  - (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items)

called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**I.129 52.216-22 Indefinite Quantity (Oct 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract completion date.

(End of clause)

**I.130 52.225-9 -- Buy American-Construction Materials (May 2014) (Applicable to a TO valued at less than \$7,358,000.00)**

(a) *Definitions.* As used in this clause--

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than **25 percent**;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of measure | Quantity | Price (dollars) * |
|-----------------------------------|-----------------|----------|-------------------|
|-----------------------------------|-----------------|----------|-------------------|



|                                       |  |  |  |
|---------------------------------------|--|--|--|
| <i>Item 1</i>                         |  |  |  |
| <b>Foreign construction material</b>  |  |  |  |
| <b>Domestic construction material</b> |  |  |  |
| <i>Item 2</i>                         |  |  |  |
| <b>Foreign construction material</b>  |  |  |  |
| <b>Domestic construction material</b> |  |  |  |

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

**I.131 52.225-11 - Buy American - Construction Materials under Trade Agreements (Oct. 2016), Alternate I (May 2014) (Applicable to a TO valued at \$7,358,000.00 or more, but less than \$10,079,365)**

(a) *Definitions.* As used in this clause--

“Caribbean Basin country construction material” means a construction material that

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

(b) “Bahrainian, Mexican, or Omani construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of Bahrain or Mexico; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain or Mexico into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Free Trade Agreement country construction material means” a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Foreign construction material” means a construction material other than a domestic construction material.

“Least developed country construction material” means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic, or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.



(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: NONE for the initial task order. For future task orders, all excepted materials and/or components will be designated in future TO RFPs.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than **25 percent**;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Construction Materials Price Comparison**

| Construction material description | Unit of measure | Quantity | Price (dollars) * |
|-----------------------------------|-----------------|----------|-------------------|
| <i>Item 1</i>                     |                 |          |                   |
| Foreign construction material     |                 |          |                   |
| Domestic construction material    |                 |          |                   |
| <i>Item 2</i>                     |                 |          |                   |
| Foreign construction material     |                 |          |                   |

|                                |  |  |  |
|--------------------------------|--|--|--|
| Domestic construction material |  |  |  |
|--------------------------------|--|--|--|

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

**I.133 52.225-11 Buy American—Construction Materials under Trade Agreements (Oct 2016) (Applicable to a TO valued at \$10,079,365 or more)**

(a) Definitions. As used in this clause—

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France,

Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that

the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: NONE for the initial task order. For future task orders, all excepted materials and/or components will be designated in future TO RFPs.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than **25 percent**;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

## FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

| Construction Material Description | Unit of Measure | Quantity | Price (Dollars)* |
|-----------------------------------|-----------------|----------|------------------|
|-----------------------------------|-----------------|----------|------------------|

Item 1:

|                               |       |       |       |
|-------------------------------|-------|-------|-------|
| Foreign construction material | _____ | _____ | _____ |
|-------------------------------|-------|-------|-------|

|                                |       |       |       |
|--------------------------------|-------|-------|-------|
| Domestic construction material | _____ | _____ | _____ |
|--------------------------------|-------|-------|-------|

Item 2:

|                               |       |       |       |
|-------------------------------|-------|-------|-------|
| Foreign construction material | _____ | _____ | _____ |
|-------------------------------|-------|-------|-------|

|                                |       |       |       |
|--------------------------------|-------|-------|-------|
| Domestic construction material | _____ | _____ | _____ |
|--------------------------------|-------|-------|-------|

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

**I.134 52.236-1 - Performance of Work by the Contractor (Apr 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 25% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

**I.135 52.236-4 -- Physical Data (Apr 1984)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations N/A.

(b) Weather conditions N/A.

(c) Transportation facilities N/A.

(d) Per TO RFP, as applicable. No physical data is being provided for the initial task order. Physical data being provided for all future task orders will be provided, as applicable, in future TO RFPs.

(End of clause)

**I.136 52.236-21 - Specifications and Drawings for Construction (Feb 1997), Alternate II (Apr 1984)**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.



(c) Where “as shown,” as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed”.

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail

(1) the proposed fabrication and assembly of structural elements, and

(2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government’s reasons therefor. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

Upon completing the work under this contract, the Contractor shall furnish 3 sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

[END OF SECTION I]

**SECTION J LIST OF ATTACHMENTS**

Attachment #1: Statement of Work.

Attachment #2: CBP Subcontracting Plan Template

Attachment #3: SF-24 (Bid Bond)

Attachment #4: SF-25 (Payment and Performance Bonds)

Attachment #5: Best Management Practices (BMP)

**ATTACHMENT #1**  
**STATEMENT OF WORK**



## **SOLID CONCRETE WALL DESIGN/BUILD IDIQ CONTRACT**

### **SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **ARTICLE C.1 – INTRODUCTION**

CBP seeks highly qualified Contractors to assist in the development of a new wall design standard as well as construct wall and supporting tactical infrastructure/technology along the southwest . CBP seeks highly qualified Contractors to propose a reinforced solid concrete wall that meets or exceeds CBP's performance requirements. The proposed prototype designs shall not include the use of proprietary design or equipment.

CBP plans to enter into multiple-award, indefinite-delivery, indefinite-quantity (IDIQ), task order contracts for Border Wall Design/Build Construction. The IDIQ may include various, simultaneous task orders ranging from \$100,000 up to \$275,000,000 per task order.

CBP anticipates awarding IDIQ contracts to multiple Contractors. All selected Contractors will be awarded one (1) task order to construct its prototype. All selected Contractors may also be provided an opportunity to propose on future task order requirements that are anticipated to be both design build and design bid build task orders for border wall and supporting tactical infrastructure and technology along the southwest border. Tactical infrastructure includes: access and patrol roads, fencing, drainage structures, motorized vehicle gates, light-emitting diode (LED) lighting, fiber optics and communication towers. Technology could include remote video surveillance systems (RVSS), ground sensors, etc.

#### **ARTICLE C.2 – BACKGROUND**

The Border Patrol and Air and Marine (BPAM) Program Management Office (PMO), within the Office of Facilities and Asset Management (OFAM), manages the planning, leasing, construction and sustainment of real property for the United States Border Patrol (USBP) and Air and Marine Operations (AMO) facilities and tactical infrastructure (TI). Section 102 of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), as amended, 8 U.S.C. § 1103, provides the Department of Homeland Security with the key authority to construct – in the most expeditious manner possible – the infrastructure necessary to deter and prevent illegal entry on our southwest border. Additionally, Executive Order 13767 directs the Government to build a border wall with Mexico. The BPAM PMO is responsible for overseeing the planning and construction of the border wall.

#### **ARTICLE C.3 – GENERAL INTENTIONS**

The general intent of this acquisition is to award multiple indefinite-delivery, indefinite-quantity (IDIQ), task order contracts for the design and construction of border wall and associated tactical infrastructure/technology along the southwest border. The first task orders are anticipated to result in the design and construction of the prototype wall(s) that at a minimum meet CBP's Border Wall requirements, which are described below. CBP shall use best practices and lessons learned from the prototypes to develop a Government-approved design standard that is intended to serve as the basis for future wall construction.

CBP currently has design standards for its remaining tactical infrastructure components, which shall be provided to the IDIQ holders upon contract award. Tactical Infrastructure is defined in section C.5 Definitions.

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### **C.3.1 Border Wall Design Considerations:**

Individual task order requests for proposals under this IDIQ shall specify requirements for each task order. There are several principal requirements that shall be reflected and incorporated in any design-build activity under this IDIQ. Threshold requirements are intended to be minimums, although the terms of individual task orders may allow flexibility for trade-offs and variations among the threshold requirements and other factors. Objective requirements indicate features that, in addition to the thresholds, have significant value and would substantially enhance the effectiveness of a wall.

#### **Threshold Requirements**

- 1) The wall design shall be reinforced concrete.
- 2) The wall design shall be physically imposing in height. The Government's nominal concept is for a 30-foot high wall. Offerors should consider this height, but designs with heights of at least 18 feet may be acceptable. Designs with heights of less than 18 feet are not acceptable.
- 3) It shall not be possible for a human to climb to the top of the wall or access the top of the wall from either side unassisted
- 4) The wall design shall include anti-climb topping features that prevent scaling using common and more sophisticated climbing aids (e.g. grappling hooks, handholds, etc.)
- 5) The wall shall prevent digging or tunneling below it for a minimum of 6 feet below the lowest adjacent grade.
- 6) The wall shall prevent/deter for a minimum of 1 hour the creation a physical breach of the wall (e.g., punching through the wall) larger than 12-inches in diameter or square using sledgehammer, car jack, pick axe, chisel, battery operated impact tools, battery operated cutting tools, Oxy/acetylene torch or other similar hand-held tools.
- 7) The north side of wall (i.e. U.S. facing side) shall be aesthetically pleasing in color, anti-climb texture, etc., to be consistent with general surrounding environment. The manufacturing/construction process should facilitate changes in color and texture pursuant to site specific requirements.
- 8) The wall design shall be able to accommodate surface drainage.
- 9) The wall design shall be able to accommodate Border Patrol approved design standards for pedestrian and automated mechanized vehicle sliding gates (25 feet and 50 feet).
- 10) The wall design shall be constructible to slopes up to 45degrees.
- 11) The wall fittings and fixtures shall be secured on the north side of the wall to shield from external attack.
- 12) The wall design should be cost effective to construct, maintain and repair.

#### **Objective Requirements**

- 1) It is operationally advantageous that the design of first 12 feet of wall height (as measured from the highest adjacent grade) be adaptable to prevent/deter for a period of time greater than 1 hour 30 minutes up to 4+ hours the creation of a physical breach of the wall (e.g., punching through the wall) larger than 12-inches in diameter or square using sledgehammer, car jack, pick axe, chisel, battery operated impact tools, battery operated cutting tools, Oxy/acetylene torch or other similar hand-held tools.

### **C.3.2 Design and Construction Requirements**

The Contractor's design professionals shall be the Designers of Record for all awarded task orders to this IDIQ. They must take full responsibility for the design and must meet professional and regulatory

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standards. All work provided by the Contractor's Designers of Record shall be prepared by or under the direct supervision of licensed professional Engineers. Final calculations, drawings and specifications shall be affixed with signed and dated professional seals of the Architect or Engineer of Record for each specific professional discipline. Design and preparation of construction documents shall conform to all applicable codes and standards including, but not limited to, those listed within the RFP documents. The Contractor shall be responsible for the wall design. The Contractor shall be responsible for the coordination of design, engineering and construction disciplines in order to fulfill the requirements of this contract and to provide for a complete, integrated and functional design. All below grade utility crossings or other above or below grade interferences shall be coordinated, with any conflicts resolved, by the Contractor prior to start of construction.

The Contractor shall be responsible for the professional quality, code compliance, technical accuracy and coordination of all designs, drawings, specifications, and other documents or publications upon which the construction is based. Any additional Geotechnical information required by the Contractor shall be acquired as part of the design-build proposal. Construction documents shall be sufficient to afford a clear understanding of the construction work required. The work shall be organized in a manner that shall assure thorough coordination between the various details on the drawings and between the drawings and the specifications. The Contractor shall cross-check all work and certify that all conflicts have been reconciled.

The Contractor shall be responsible for the coordination of all Sub-Contractors required to complete construction.

The Contractor shall provide all labor, supervision, tools, materials, equipment, transportation, and management necessary or incidental to provide planning, construction, repair and alterations for CBP.

### **C.3.2.1 Prototype Site Access and Deliveries**

Site access is limited through two (2) gates (one for ingress, one for egress) for all IDIQ contract awardees, supporting personnel, and deliveries. Prior to entry, all vehicles will be stopped and verified as scheduled with authorized drivers. Delays from the gate to entry may be up to 30 minutes due to traffic flow issues. Roads to the site are border roads and are restricted to 25 mph.

Due to the limited area at the site, no personal vehicles are allowed onto the site and contractors should plan to provide transportation to and from the site for their personnel (there is very limited street parking near the access points). Contractors shall be required to keep all vehicles within their designated prototype construction area, nominally 65' x 40', with the exception of material deliveries that are being immediately off-loaded.

The Contractor shall identify specific dates for all material deliveries including concrete/concrete pour days, within the Progress Schedule. The contractor shall email a delivery request to the CBP Project Manager, COR, and CO (email addresses will be provided after award) a minimum of 72 hours (does not include weekends) in advance of requested delivery date. The CBP PM shall provide acceptance, modification, or rejection of the delivery request within 24 hours of receipt of the request (weekends not included). Based on the potential number of concrete trucks required, the Government may restrict concrete deliveries to one or two contractors per day. Concrete trucks shall have precedence in entry at the access point due to time sensitivity of the concrete delivery. The contractor is required to meet their concrete pour timeframes as shown on the Progress Schedule. If a contractor cannot complete all concrete pours within the time frame allotted, the contractor may be delayed in continuing the concrete pour into the next day if it would negatively affect the other contractors' schedule that are working at the same location.

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### **C.3.3 Emergency Circumstances**

The Contractor shall provide the names, job titles, and contact information, to include telephone numbers (business, cell phones, facsimile, pager numbers, etc.) of a senior manager within the Contractor's organization, and a minimum of one similarly qualified alternate to serve as continuously available liaison with the BPAM PMO appointed Wall Program and Project Manager(s). The Contractor shall submit the above information to the Contracting Officer (CO) and Contracting Officer's Representative (COR) by email within two calendar days following receipt of the award. During the contract period, the Contracting Officer and the Contracting Officer's Representative (COR) shall be notified immediately, by email, of any changes regarding the designated liaisons.

### **C.3.4 Prototype Requirements**

The Contractor shall provide for the design and construction of a full-scale prototype. The prototype wall shall be 30 feet long and meet all of the border wall requirements specified herein (with the exception of the drainage, steep slope and gate requirements). Prototypes constructed under this task order must offer designs that are a reinforced concrete structure with OTHER SOLID facings. The prototype will be constructed at a location in San Diego, CA as determined by the Government.

#### **C.3.4.1 Concrete Border Wall (Task Order)**

The Contractor shall provide for the design and construction of a 30 ft. long prototype. The prototype shall include the following requirements from section C.3.1 of this Statement of Work:

#### **Threshold Requirements**

- 1) The wall design shall be reinforced solid concrete.
- 2) The wall design shall be physically imposing in height. The Government's nominal concept is for a 30-foot high wall. Offerors should consider this height, but designs with heights of at least 18 feet may be acceptable. Designs with heights of less than 18 feet are not acceptable.
- 3) It shall not be possible for a human to climb to the top of the wall or access the top of the wall from either side unassisted
- 4) The wall design shall include anti-climb topping features that prevent scaling using common and more sophisticated climbing aids (e.g. grappling hooks, handholds, etc.)
- 5) The wall shall prevent digging or tunneling below it for a minimum of 6 feet below the lowest adjacent grade.
- 6) The wall shall prevent/deter for a minimum of one (1) hour the creation a physical breach of the wall (e.g., punching through the wall) no larger than 12-inches in diameter or square using sledgehammer, car jack, pick axe, chisel, battery operated impact tools, battery operated cutting tools, Oxy/acetylene torch or other similar hand-held tools.
- 7) The north side of wall (i.e. U.S. facing side) shall be aesthetically pleasing in color, anti-climb texture, etc., to be consistent with general surrounding environment. The manufacturing/construction process should facilitate changes in color and texture pursuant to site specific requirements.
- 8) The wall design shall be able to accommodate surface drainage.
- 9) The wall design shall be able to accommodate Border Patrol approved design standards for pedestrian and automated mechanized vehicle sliding gates (25 feet and 50 feet).
- 10) The wall design shall be constructible to slopes up to 45 degrees.
- 11) The wall fittings and fixtures shall be secured on the north side of the wall to shield from external attack.

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12) The wall design should be cost effective to construct, maintain and repair.

### **Objective Requirements**

It is operationally advantageous that the design of first 12 feet of wall height (as measured from the highest adjacent grade) be adaptable to prevent/deter for a period of time greater than one (1) hour up to 4+ hours the creation of a physical breach of the wall (e.g., punching through the wall) no larger than 12-inches in diameter or square using sledgehammer, car jack, pick axe, chisel, battery operated impact tools, battery operated cutting tools, Oxy/acetylene torch or other similar hand- held tools.

### **C.3.4.2 Mock-Up Construction**

The Contractor shall design and construct a 10 ft. by 10 ft. mock-up of an exemplar section of its prototype at a location in San Diego, CA as determined by the Government. The mock-up shall replicate the structural design of the prototype's first 10 ft. of above ground wall height (measured from the adjacent ground) and length to allow the Government to test and evaluate the anti-destruct characteristics of the bidder's wall design. The mock-up shall meet all technical requirements except the anti-dig, anti-climb, and aesthetics. The anti-dig and anti-climb characteristics will not be tested with the mock-up. The modified above ground foundation shall not affect the criteria outlined in specifications below.

Minor assembly for pre-fabricated components shall be allowed at the mockup site, but assembly shall not exceed 2 calendar days (and assembly shall occur only during Monday through Friday, 8:00am – 4:00pm). Absolutely no concrete shall be poured at the mockup site.

The contractor shall not use any in-ground foundation. If external bracing and support are required, the contractor shall construct such support to allow CBP to conduct testing on at least 70% of the mock-up. The contractor shall arrange with the CBP Project Manager (between the hours of 8:00am and 4:00pm, Monday through Friday) for mockup delivery at the site, at least 24 hours (excluding weekends) in advance of planned delivery. Deliveries to mock-up site are required to be made between 8:00 am and 2:00pm local time, Monday through Thursday.

The mock-up shall include the following requirements from section C.3.1 of this Statement of Work:

- 1) The Contractor shall build the mock-up to reflect the maximum performance contained within the prototype design (i.e., between 1 hour and 4+ hours).
- 2) The wall fittings and fixtures shall be secured on the north side of the wall to shield from external attack.

The mock-up shall be constructed within two (2) weeks after notice to proceed (NTP) and shall be constructed concurrent to prototype construction. Within seven (7) calendar days of notification of completion of mock-up evaluation by the Government, the Contractor shall remove the structure and dispose of it properly. Disposal includes site clean-up after testing has concluded.

### **C.3.4.3 Project Kick-off Meeting**

The Contractor shall attend a Government led project kick-off meeting in San Diego, CA eight (8) calendar days after task order award. The Contractor shall provide the following documents at the meeting (unless otherwise noted):

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- Detailed Project Schedule (includes the Progress Schedule) (recommended in Primavera) for the approach of the prototype and mock-up including, but not limited to, the following milestones: fabrication, site preparation, material and concrete deliveries, and install/construction to include a progress schedule. NOTE: The contractor shall provide notations within the Progress Schedule that estimate how many concrete trucks will be required to build their prototype. The Detailed Project Schedule must include an approach for completing construction of both the mock-up and prototype within the same thirty (30) calendar day timeline.
- Material and equipment staging plan-Submit with 95% Design.
- Quality Control (QC) plan-Submit with 95% Design.
- Health and Safety Plan-Submit within 5 days of award.
- Documentation for personnel as outlined in Article C.11 Security-Submit within 5 days of award.
- Spill Protection Plan-Submit within 5 days of award.
- Security Plan as defined in C.11 and C.11.1-Submit within 5 days of award

Each Contractor shall be prepared to brief the Government on its plan and timeline for construction.

### **C.3.4.4 Prototype Design-Build**

The purpose of the selected prototypes is to allow CBP to evaluate the features of the Contractor's design for potential inclusion in a border wall standard to be developed by the Government immediately following the construction and evaluation of the prototype designs.

The Contractor shall develop a design that meets the requirements cited in section C.3.4.1 excluding surface drainage and gates. The Contractor shall demonstrate that the design meets the requirements through the use of industry accepted practices.

- The Contractor shall conduct a final high-level design review with the Government at the project kick-off meeting.
- The Contractor shall follow all quality control and safety plans provided to the Government during the contract kick-off meeting.
- The Contractor shall be prepared to mobilize within one (1) week of contract award. Contractor shall not begin construction until Notice to Proceed (NTP) is issued. Once given NTP, Contractor shall complete prototype construction within thirty (30) calendar days.
- The Contractor shall ensure the design is compatible with the geography, terrain, and other characteristics of the prototype location. A Government provided geotechnical report will be provided with the Phase II solicitation.
- The Contractor shall produce and deliver to the Government the 95% design package within seven (7) calendar days of contract award.
- The Contractor shall be responsible for any staging areas as required at an offsite location. (I.e. no staging on the border will be made available by the Government).



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### **C.3.4.5 Disposal**

If, upon completion of its evaluation, the Government directs the Contractor to remove the prototype and dispose of it properly off-site, then the Contractor shall restore the site to the previously existing conditions. The Contractor shall complete the removal and restoration within fourteen (14) calendar days of notification by the Government.

### **C.3.4.6 Deliverables**

Upon completion of the Prototype construction, the Contractor shall provide the Government 100% “as-built” designs and specifications.

Construction of a 10 ft. reinforced solid concrete wall segment mock-up as defined in section C.3.4.2.

Removal of the mockup and site restoration as defined in section C.3.4.2.

Construction of a 30 ft. long prototype reinforced solid concrete wall as defined in section C.3.4.1.

Removal of the prototype and site restoration as defined in section C.3.4.5.

Detailed Project Schedule as defined in 3.4.3

Material and Equipment Staging Plan as defined in 3.4.3 Quality

Control (QC) Plan as defined in 3.4.3

Security Plan as defined in C.11 and C.11.1

Documentation for personnel as outlined in Article C.11 Security Health

and Safety Plan as defined in C.11

### **C.3.4.7 Government Furnished Information**

Geotechnical site information for the prototype efforts will be provided in Phase II of the solicitation for the Contractor’s use. Additionally, the Government will provide 10 ft. contour topographic information of the site. This information is not site specific data and should be used for informational purposes only.

Best Management Practice (BMP) requirements for meeting all environmental considerations in the construction area will be provided in Phase II of the solicitation.



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### **ARTICLE C.4 – CBP LOCATIONS**

Task orders under this contract may be performed at any of the following locations in the vicinity of the U.S. border with Mexico:

Southwest border in California, Arizona, New Mexico, and Texas

### **ARTICLE C.5 – DEFINITIONS**

- a) Access Roads. Access roads generally provide access from public roads to the border patrol roads and to TI not accessible from a border road. Access roads are typically one-lane roads with pullouts and turnarounds to accommodate two-way traffic. The width of the access roads shall be 12 feet for one-lane roads but shall widen to 16 feet at curves and points of short sight distance. Access road width and pullout placement shall be designed to allow safe passing of two vehicles at the same time. The maximum width of access roads shall be 16 feet. Access roads are typically constructed of graded aggregate or native materials.
- b) Border Lighting. Border lights typically consist of LED (Light-Emitting Diode) fixtures mounted on poles to illuminate areas along and in proximity to the border to facilitate Border Patrol enforcement activities.
- c) Contracting Officer. “Contracting officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer. “Termination contracting officer (TCO)” refers to a contracting officer who is settling terminated contracts. A single contracting officer may be responsible for duties in any or all of these areas. Reference in this regulation (48 CFR Chapter 1) to administrative contracting officer or termination contracting officer does not:
  - 1) Require that a duty be performed at a particular office or activity; or
  - 2) Restrict in any way a contracting officer in the performance of any duty properly assigned.
- d) Contracting Officer Representative. Person(s) designated by the Contracting Officer to be the authorized Government representative in charge of the project.
- e) Contractor. The term Contractor as used herein refers to both the prime Contractors and any of their subcontractors. The Contractor shall ensure that subcontractor comply with the provisions of this contract.
- f) Contractor Representative. A supervisor, superintendent, or manager assigned in accordance with the clause entitled SUPERINTENDENCE BY THE CONTRACTOR.
- g) Drainage Structures. Required to accommodate surface run-off and concentrated conveyance of storm water in a manner that keeps the border accessible to CBP during precipitation events.

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- h) Fiber Optics Cable. Fiber optics cabling is typically installed in proximity to wall or fence and is used by CBP to facilitate telecommunications. CBP's OIT is responsible for providing and installing any electronics associated with the fiber optics cable.
- i) Gates. Gates in fencing and walls are needed to access International Boundary & Water Commission (IBWC) border monuments; accommodate large quantities of concentrated storm water run-off; and accommodate passage of authorized vehicles and personnel. The gates are manually operated with the exception of vehicle gates, which can be mechanized and automated if required.
- j) Patrol Roads. Border patrol roads are generally oriented parallel with the border and are used for direct enforcement of the border. Border roads are typically 20 feet wide and are posted for 25 miles per hour travel. These roads shall be designed to allow safe passing of two vehicles at the same time. The roads are constructed of asphalt, concrete or graded aggregate depending on the topography and geotechnical conditions.
- k) Quality Assurance (QA). A method used by the CBP to provide some measures of control over the quality of purchased goods and/or services received.
- l) Quality Control (QC). A method used by the Contractor to control quality of goods and/or services produced.
- m) Scope of Work. Refers to a specific job which shall be ordered by an individual task order.
- n) Tactical Infrastructure (TI). TI are physical components designed to assist the Border Patrol in securing the border. These components include but are not limited to wall, fence, roads, gates, bridges, lights, boat ramps, and grates. TI facilitates deterrents and acts as an impediment that slows, delays, contains and serves an obstacle to illicit cross-border activities.
- o) Task Order. "Task order" means an order for services placed against an established contract or with Government sources.
- p) Telecommunications Towers. Towers ranging from 80 feet to several hundred feet used by CBP to provide tactical communications for Border Patrol command and control and safety. Towers shall include a shelter for equipment as well as a power supply, in some cases requiring solar power where electrical service is not available.
- q) Wall. An 18-30 ft. tall barrier designed to prevent illegal entry and drug trafficking.

## **ARTICLE C.6 – SCOPE OF WORK – DESIGN-BUILD PLANNING SERVICES**

For Design-Build requirements, the Contractor shall provide Architectural and Engineering (A-E) planning services. A-E services that are not part of a design-build requirement are not allowed under this contract. The Contractor is required to provide detailed surveying, site layout work, shop drawings, drawings and sketches, drawings detail expansion, engineering calculations, and other related work as required to properly prepare and accomplish all design-build work. The Design-Build Contractor shall be responsible for the coordination of design, engineering and construction disciplines in order to fulfill the requirements of this contract and to provide for a complete, integrated and functional design. All

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below grade utility crossings or other above or below grade interferences shall be coordinated, with any conflicts resolved, by the Contractor prior to start of construction. Construction documents shall be sufficient to afford a clear understanding of the construction work required. The work shall be organized in a manner that shall assure thorough coordination between the various details on the drawings and between the drawings and the specifications. The Contractor shall cross-check all work and certify that all conflicts have been reconciled. These guidelines establish the minimum level of quality and CBP-specific requirements for all design and construction projects at CBP. The minimum requirements in this document, as modified by project-specific variances, shall be thoroughly coordinated and reflected in the drawings and specifications. The Contractor shall also comply with the latest edition of all applicable national building codes and regulations. The degree of work may vary depending on the complexity of individual projects. Project record drawings are not considered A-E planning services. Record drawings shall be provided upon the completion of every task order.

Computer-Aided Drafting and Design. Drawings shall be prepared using the latest AutoCAD release. The drawing submission shall include hard copy and electronic documents. Quantity, size and format to be specified in task order.

Plans and Specifications. The A-E shall develop project-specific plans and specifications. The A-E shall develop the new specification using the latest version of the AIA (American Institute of Architects) Master specs as the baseline. Provide ten (10) hardcopy and electronic version in Microsoft Word and Adobe PDF. Quantity, size and format (including pdf) to be specified, as applicable, in each task order.

### **ARTICLE C.7 – SCOPE OF WORK – CONSTRUCTION SERVICES**

Specifications shall be provided to the Contractor and shall be utilized under this contract, unless otherwise directed by the Contracting Officer.

The Contractor shall be responsible for, but not limited to, the following services:

- 1) Construction services. Construction services shall be provided in response to individual task orders. The work described herein extends beyond the conventional, single project construction concept in that it may involve the planning, scheduling, coordination, procuring, and installation of a fluctuating series of related tasks.
- 2) Work and Services. The work to be performed under this contract shall include furnishing all labor, materials, supervision, coordination, miscellaneous equipment and materials required for full and complete execution of the work as defined herein and the attached standard details.
- 3) The Contractor shall perform all management, supervision, and other administrative activities necessary to assure performance in strict compliance with the terms and conditions of this contract.
- 4) The Contractor shall provide all labor, materials, equipment, supplies, permits, fees, and consultant services required to construct and install the border wall and associated tactical infrastructure including but not necessarily limited to access roads, patrol roads, fiber optics cable, drainage structures, border lighting, and tactical communication towers.
- 5) The Contractor shall be responsible for the professional quality, code compliance, technical

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accuracy and coordination of all designs, drawings, specifications and other documents or publications upon which the construction is based.

- 6) All survey work performed by the Contractor, including but not limited to construction staking, topographic survey, and as-built drawings, during the design and construction shall be performed under the direction of a licensed professional Surveyor.
- 7) All construction required of the Contractor to complete the construction of the prototype and resulting task orders (if any), as well as any associated tactical infrastructure and technology insertions or add-ons, shall be in accordance with the criteria contained herein using industry standard materials and efficient practices. The Contractor shall buy materials and equipment accepted within the construction industry. The materials selected shall be of high quality, durable and easily maintained.
- 8) Beginning on the date of Notice to Proceed (NTP) on this contract, the Contractor shall be continuously available to Custom and Border Protection's representatives for response to requests for information, discussion of contract performance, and other contract administration activities such as billing or payment, etc.
- 9) The Contractor shall be responsible for the coordination of all Sub-Contractors required to complete construction.
- 10) The Contractor shall adhere to all construction related Best Management Practices (BMPs) identified by CBP in each Task Order Award. BMPs outline the Government's requirements for meeting all environmental considerations in the construction area. The Contractor shall be required to participate in CBP-provided BMP awareness training at the kickoff of the project. CBP shall conduct routine monitoring of BMP implementation during construction activities. The Contractor shall be required to immediately correct any non-compliant BMP upon notification by CBP.
- 11) Neither the Contractor, nor the Contractor's representatives, shall release any report, data, specification, photograph, cost estimate, nor other information in any form obtained or prepared under this contract without prior written approval of the Contracting Officer.
- 12) Upon completion of any construction project awarded under the IDIQ, the Contractor shall submit Final As-Built Drawings and Specifications. Other construction records, including requests for information (RFI) and QA/QC documents, shall be submitted in Adobe Acrobat PDF format.
- 13) Record Documents. During the progress of the job, the Contractor shall keep a careful record at the job site of all changes and corrections from the layouts shown on the drawings. The Contractor shall enter such changes and corrections on contract record drawings and shall indicate, in addition to all changes and corrections, the actual location of all sub-surface utility lines. In order that the location of the lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface fixtures, the end of each run, and each change in direction. Valve, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. At the time of final acceptance of each structure or facility involved under the

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contract, the Contractor shall submit to the Contracting Officer record documents.

- 14) Record of Materials. The Contractor is required to furnish a record of materials used in the construction upon completion of each task order. The deadline for submission of the record of materials will be specified at the task order level. Submission of this data is a condition for final payment. Where several manufacturers' brands, types, or classes of the item listed have been used in the project, the specific areas where each item was used shall be designated. Designation shall key to the areas and spaces depicted on the record drawings.
- 15) Contractor's Management and Supervision. The Contractor shall provide and maintain a professional staff for the management and supervision of all task orders. The Contractor is solely responsible for obtaining any other services deemed necessary for effective execution of task orders.

### **ARTICLE C.8 – DESIGN AND CONSTRUCTION SCHEDULE**

Within eight (8) calendar days of receipt of any task order award (including the prototype task order), the Contractor shall submit a proposed required design and Detailed Project Schedule (Schedule) for review and approval by the Contracting Officer's Representative. The Schedule shall be approved in writing by the Contracting Officer's Representative before any work is started. The Schedule shall be prepared in Critical Path Method (CPM) – program based format following the outline of the component divisions and subsections of the project specifications. The Schedule shall be prepared in Primavera (or equivalent scheduling software) in sufficient size and detail to clearly indicate the following:

The Schedule shall include the proposed sequence of design and construction including required phasing of the work the design and construction submissions (e.g. design submissions, shop drawings, samples, and other submittal information). This should include projected submittal approval dates (allow ten (10) working days for review) and material delivery dates. Contractor shall provide Work Breakdown Schedule (WBS) for approval which shall include the activity identification system for labeling all work activities. Costs assigned to all activities shall equal the contract value, including material and equipment.

The Detailed Project Schedule shall include time scaled network diagrams; computer generated mathematical analysis reports, and associated reports as required by this Specification section. The mathematical analysis reports shall include, at a minimum, the following information:

- 1) Activity number(s) and descriptions;
- 2) All WBS codes;
- 3) Original and remaining durations for each activity;
- 4) Early start by calendar date;
- 5) Early finish by calendar date;
- 6) Late start by calendar date;
- 7) Late finish by calendar date;
- 8) Actual start by calendar date;
- 9) Actual finish by calendar date;
- 10) Total float in work days;
- 11) Monetary value of each activity;

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- 12) Percentage of activity complete linked to remaining duration;
- 13) Contractors earnings, based on the Contractors reported portion of activities completed and accepted; and
- 14) Imposed constraints.

All requirements shall be specified on a task order basis.

### **ARTICLE C.9 – CONTRACTOR QUALITY CONTROL (CQC) PROGRAM**

A general description of the CQC Program shall be available for CBP review during the pre-award survey. Two copies of the complete CQC Program shall be provided to the Contracting Officer for review and approval within thirty (30) calendar days after award of the master contract and as changes are made thereafter. The program shall include:

- 1) A quality control inspection system covering all contract services. It must specify areas to be inspected on both a scheduled or unscheduled basis and how inspections are to be conducted.
- 2) The name(s) and qualifications of the individual(s) tasked to perform the quality control inspections, and the extent of their authority.
- 3) A method for identifying deficiencies in the quality of services performed and taking corrective action before the level of performance becomes mandatory.

A file of all Quality Control Inspections, Inspection results, and any corrective action required, shall be maintained by the Contractors throughout the term of this contract. This file shall be the property of the CBP and shall be made available to the Contracting Officer within one (1) hour of request. The file shall be turned over to the Contracting Officer within five (5) calendar days after completion/termination of the task order and prior to final payment.

### **ARTICLE C.10 KEY PERSONNEL**

The Contractor shall provide key personnel as defined below.

#### Construction Superintendent:

Coordinates and oversees completion of the construction of the project. Manages the site for the Contractor and serves as field point of contact for the construction effort. Provides construction reports as per this statement of work. Coordinates scheduling of site activities with Government Project Manager and site representatives. The credentials of the proposed Construction Superintendent(s) will be reviewed to ensure they have at least ten (10) years of experience on construction projects. Provides list of employees in time to complete vetting and ensures only CBP vetted personnel are on job site.

#### Project Manager:

Coordinates and oversees completion of activities in all phases of the project. Manages the entire project and serves as the main contact for the Government for the project design and construction effort. Integrates and coordinates the project with design and field personnel. Ensures site personnel work with Government project team for scheduling of deliveries and construction activities. The credentials of the proposed Project Manager will be reviewed to ensure they have a technical degree or a degree in a related technical field, such as business/management, and at least five (5) years of experience on



## **SOLID CONCRETE BORDER WALL DESIGN/BUILD IDIQ CONTRACT**

construction projects.

### Lead Designer:

Serves as design lead for project. Primary design contact to Government to provide all information requested to satisfy design requirements. Must be a licensed professional engineer. Ensures design meets or exceeds all government requirements. The credentials of the proposed Lead Designer will be reviewed to ensure they are a registered professional engineer and/or licensed Architect. Professional Registration and/or Licensing is required in California. Texas, New Mexico, and Arizona are preferred as well.

## **ARTICLE C.11 SECURITY**

It shall be the Contractor's responsibility to furnish its own security for personnel and to safeguard its equipment during the entire project lifecycle. This shall include, but not be limited to, the actual project sites and/or staging areas and storage facilities. The Contractor shall install temporary chain link fencing with barbed wire to deter vandalism to the structures when no work is taking place. The U.S. Customs and Border Protection will not provide security for the Contractor, its equipment, or its materials.

As part of the security requirement, the Contractor shall be responsible for the development of a Security Plan in conjunction with the Health and Safety Plan. The detailed Security Plan shall include details such as, but not limited to; "fall back positions", evacuation routines and methods, muster area, medical staff members/availability, number of security personnel, qualifications, years of experience, etc. in the event of a hostile attack. This plan shall be reviewed by the CBP Contracting Officer's Representative for inspection and final acceptance prior to construction activities. The Contractor shall bring three (3) copies of the security plan to the pre-construction conference.

Additional Security requirements may be required in future task orders.

The Contractor shall be responsible for submitting an initial list of all personnel required at the jobsites for verification by CBP prior to the NTP being issued. This includes all drivers for equipment and material deliveries. Any personnel that needs to be added after initial submission must be cleared before accessing the site. Activities include, but are not limited to: site investigations, surveys, and construction. No employee shall be allowed on site until screened and checked for criminal history and proper immigration status. Any personnel having questionable history/backgrounds will be rejected and not authorized to enter the jobsite. This list marked "CONFIDENTIAL" shall be submitted to the Contracting Officer for forwarding to Border Patrol personnel. This list shall be password protected when submitted. A separate email shall be sent to the Contracting Officer with the password included. NO email shall include both the list and the password.

To facilitate the screening and checking of each employee entering in or working on Federal property, the General Contractor shall submit:

- The individual's full name
- Company Name
- Date of Birth (DOB)
- Social Security Number
- Driver's License and/or State Identification Number
- Place of Birth (POB)



## **SOLID CONCRETE BORDER WALL DESIGN/BUILD IDIQ CONTRACT**

- Black and White Photograph accompanying each employee's name

After submission of requirements stated above, the Contractor shall proceed with all work unless further notified by the Government.

Employee Identification Badges: Contractor personnel shall wear visible Contractor-furnished employee identification badges while physically on the construction site. Each badge shall include, as a minimum, the company name, employee name, photograph of employee, Contract Title, Contract Number, and the expiration date of the badge.

Reporting of New and Departing Employees: The Contractor shall notify the Contracting Officer Representative (COR) and Contracting Officer within five (5) working days of staffing changes.

- i. New Employees: Provide The individual's full name, Company Name, Date of Birth (DOB), Social Security Number, Driver's License and/or State Identification Number, Place of Birth (POB)
- ii. Departing Employees: Provide the name and position title, and security clearance level held by or pending for the individual.

### **C.11.1 Prototype Site Security**

The Contractor shall ensure all personnel employed on the construction activity become familiar with and obey construction regulations including safety, fire, traffic and security regulations. The Contractor shall also ensure all personnel keep within the limits of its designated worksite and avenues of ingress and egress. Ingress and egress of Contractor vehicles at the construction site is limited to the Contractor's gate. Hard hats must be worn in designated areas. No personnel shall enter any restricted areas unless required to do so and until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

## **ARTICLE C.12 REPORTING REQUIREMENTS**

### **1) TECHNICAL PROGRESS REPORTS**

In addition to the required reports set forth elsewhere in this Statement of Work, the preparation and submission of regularly recurring Technical Progress Reports shall be required in any contract resulting from this solicitation. These reports shall require descriptive information about the activities under taken during the reporting period and shall require information about planned activities for future reporting periods. The frequency and specific content of these reports shall be determined prior to contract award for monitoring of the overall IDIQ contract and on a task order basis for each awarded task basis.

## **SOLID CONCRETE BORDER WALL DESIGN/BUILD IDIQ CONTRACT**

For proposal preparation purposes only, it is estimated that in addition to the required electronic version(s) five (5) hard copies of these reports shall be required as follows:

- ☒ Weekly
- ☐ Quarterly
- ☐ Semi-Annually
- ☐ Annually
- ☐ Annually (with a requirement for a Draft Annual Report)
- ☒ Final - Upon final completion of each task order
- ☒ Final - Upon final completion of the contract (with a requirement for a Draft Final Report)

### **2) OTHER REPORTS/DELIVERABLES**

All required reports and deliverables shall be specified in each task order issued by the Government.

## **ARTICLE C.13 SPECIAL CONSIDERATIONS**

Neither the Contractor nor any subcontractor or representative thereof shall release or publish any sketch, photograph, report or other material of any nature derived or prepared under any resulting task order without specific written permission of the Contracting Officer except as specifically provided in the SOW.

Copyright shall not be claimed by the Contractor for any materials produced under any resulting task order. All such materials are to remain within the public domain.

The Contractor and those in its employ may not, during the term of the agreement, present reports of research from this project to various professional societies and publications. Abstracts and copies of these reports, presentations, or articles utilizing work sponsored by any resulting task order shall be provided to the Contracting Officer for approval prior to publication or presentation.

In the event the Contractor encounters problems in fulfilling performance requirements, or when difficulties are anticipated in complying with any task order schedule or dates, or whenever the Contractor has knowledge a potential situation is delaying or threatening to delay timely performance of tasks, the Contractor shall immediately notify the Contracting Officer by phone and in writing noting all relevant details.

The Government requires unlimited rights in any material first produced in the performance of this Contract, in accordance with the FAR clause at 52.227-17. In addition, for any material first produced in the performance of this contract, the materials may be shared with other agencies or contractors during the period of performance of any resulting task order, or after its termination. For any subcontractors or teaming partners, the Contractor shall ensure at proposal submission that the subcontractors and /or teaming partners are willing to provide the data rights required under any resulting task order.

**END OF STATEMENT OF WORK**

## Attachment#2

### CBP Subcontracting Plan Template

## **EXHIBIT [REDACTED] SMALL BUSINESS SUBCONTRACTING PLAN TEMPLATE**

### **U.S. CUSTOMS AND BORDER PROTECTION (CBP) SMALL, HUBZone SMALL, SMALL DISADVANTAGED, WOMEN-OWNED VETERAN-OWNED SMALL BUSINESS & SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN OUTLINE**

The following outline meets the minimum requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7. It is intended to be a guideline. It is not intended to replace any existing corporate plan which is more extensive. If assistance is needed to locate small business sources, contact the U.S. Customs and Border Protection (CBP) Small Business Specialist, Mr. Herman T. Shivers (202) 344-2895.

Please note that CBP has subcontracting goals of [REDACTED]% for small business, [REDACTED]% for HUBZONE small business, [REDACTED]% for small disadvantaged business, [REDACTED]% for women-owned small business and a [REDACTED]% goal for Service Disabled Veteran-Owned (a subset of veteran owned small businesses) concerns for fiscal year 2016 -2017.

Identification Data:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date Prepared: \_\_\_\_\_ Solicitation Number: \_\_\_\_\_

Item/Service: \_\_\_\_\_

Place of Performance: \_\_\_\_\_

#### **1. TYPE OF PLAN: (Check only one).**

\_\_\_\_\_ INDIVIDUAL PLAN: *In this type of plan all elements are developed specifically for this contract and are applicable for the full term of this contract.*

\_\_\_\_\_ MASTER PLAN: *In this type of plan, goals are developed for this contract; all other elements are standard. The master plan must be approved every three (3) years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.*

\_\_\_\_\_ COMMERCIAL PLAN: *This type of plan is used when the contractor sells products and services customarily used for nongovernment purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval,*

#### **2. GOALS:**

*FAR 19.704(a) (1) requires separate dollar and percentage goals for using small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small*

*business and veteran-owned small business concerns as subcontractors for the base year and each option year. (Please note that the goals for HUBZONE small business, small disadvantaged business, women-owned small business, and veteran-owned small business concerns are subsets of the small business goal).*

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

B. Estimated dollar value\* and percentage of planned subcontracting to small business concerns is: (\*This figure includes the amount in C., D., E., and F. below.)

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

C. Estimated dollar value and percentage of planned subcontracting to HUBZone small business concerns are:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

D. Estimated dollar value and percentage of planned subcontracting to small disadvantage business concerns is:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

E. Estimated dollar value and percentage of planned subcontracting to small women-owned business concerns is:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

F. Estimated dollar value and percentage of planned subcontracting to veteran-owned small business concerns is:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

G. Supplies and/or services to be subcontracted under this contract, business size (i.e., SB, HUBZone, SDB, WOSB, VOSB and LB), and the estimated dollar expenditure, are: (Check all that apply).

| SUPPLY/<br>SERVICE | COMPANY<br>NAME<br>(IF KNOWN) | BUSINESS<br>SIZE<br>(SB, HUBZone, SDB,<br>VOSB, LB) | DOLLAR<br>AMOUNT |
|--------------------|-------------------------------|-----------------------------------------------------|------------------|
|--------------------|-------------------------------|-----------------------------------------------------|------------------|

\_\_\_\_\_(Attach additional sheets if necessary.)

- H. Explain the methods used to develop the subcontracting goals for small, HUBZone small business, small disadvantaged, women-owned small business, and veteran-owned small business concerns. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, HUBZone small business, small disadvantage, women-owned small, and veteran-owned small businesses were determined, and how the capabilities of small, HUBZone small, small disadvantage, women-owned small, and veteran-owned small businesses were determined. Identify all source lists used in the determination process.

[illegible]

- I. Indirect and overhead costs\_\_\_\_\_ HAVE BEEN  
HAVE NOT BEEN

Included in the dollar and percentage subcontracting goals stated above. (Check one.)

- J. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns.

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3. PLAN ADMINISTRATOR:

*FAR 19.704 (a) (7) required information about the company employee who will administer the subcontracting program. Please provide the name, title address, phone number, position within the corporate structure and the duties of that employee.*

Name:

Title:

Address:

Telephone:

Position:

Duties: Does the individual perform the following? (If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company).

- A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns.

\_\_\_\_\_ YES \_\_\_\_\_ NO

- B. Developing and maintaining bidders' lists of small, HUBZone small, small disadvantage, women-owned small, and veteran-owned small business concerns from all possible sources.

\_\_\_\_\_ YES \_\_\_\_\_ NO

- C. Ensuring periodic rotation of potential subcontractors on bidders' lists.

\_\_\_\_\_ YES \_\_\_\_\_ NO

- D. Assuring that small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

\_\_\_\_\_ YES \_\_\_\_\_ NO

- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone small, small disadvantage, women-owned small, and veteran-owned small businesses.

\_\_\_\_\_ YES \_\_\_\_\_ NO

- F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business participation.

\_\_\_\_\_ YES \_\_\_\_\_ NO

- G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, HUBZone small, small disadvantage, women-owned small, and veteran-owned small business concerns.

\_\_\_\_\_ YES \_\_\_\_\_ NO

- H. Overseeing the establishment and maintenance of contract and subcontract award



records.

\_\_\_\_\_YES \_\_\_\_\_NO

- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

\_\_\_\_\_YES \_\_\_\_\_NO

- J. Directly or indirectly counseling small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns on subcontracting opportunities and how to prepare responsive bids to the company.

\_\_\_\_\_YES \_\_\_\_\_NO

- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, HUBZone small, small disadvantage, women-owned small, or veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.

\_\_\_\_\_YES \_\_\_\_\_NO

- L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures.

\_\_\_\_\_YES \_\_\_\_\_NO

- M. Developing and maintaining an incentive program for buyers which supports the subcontracting program.

\_\_\_\_\_YES \_\_\_\_\_NO

- N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.

\_\_\_\_\_YES \_\_\_\_\_NO

- O. Preparing and submitting timely reports.

\_\_\_\_\_YES \_\_\_\_\_NO

P. Coordinating the company's activities during compliance reviews by Federal agencies.

\_\_\_\_\_ YES \_\_\_\_\_ NO

4. EQUITABLE OPPORTUNITY:

*FAR 19.704 (a) (8) requires a description of the efforts your company will make to ensure that small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. (Check all that apply.)*

a. Outreach efforts to obtain sources:

- \_\_\_\_\_ Contacting minority and small business trade associations
- \_\_\_\_\_ Contacting business development organizations
- \_\_\_\_\_ Attending small and minority business procurement conferences and trade fairs
- \_\_\_\_\_ Finding sources from the Small Business Administration's Procurement Network (ProNet)

b. Internal efforts to guide and encourage purchasing personnel:

- \_\_\_\_\_ Presenting workshops, seminars and training programs
- \_\_\_\_\_ Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business source lists, guides and other data for soliciting subcontracts
- \_\_\_\_\_ Monitoring activities to evaluate compliance with the subcontracting plan

c. Additional efforts: (Please describe.)

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5. CLAUSE INCLUSIONS AND FLOW DOWN:

*Far 19.704 (A) (9) requires that your company include FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt and comply with a plan similar to the plan required by FAR 52.219.9, "Small Business Subcontracting Plan."*

Your company agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns must be

determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including the Electronic Subcontracting Reporting System (eSRS), at <http://www.esrs.gov>.

## 6. REPORTING AND COOPERATION

FAR 19.704(a) (10) requires that your company (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports into eSRS which show compliance with the subcontracting plan; (3) submit Individual Subcontracting Report (ISR), and Summary Subcontract Report (SSR), in accordance with Class Deviation from FAR dated March 8, 2006; and (4) ensure that subcontractors agree to submit the ISR and SSR into eSRS. The cognizant Contracting Officer of CBP must receive the reports (within 30 days after the close of each calendar period. That is:

| <u>Calendar Period</u> | <u>Report Due</u> | <u>Date Due</u> | <u>Send Report To</u> |
|------------------------|-------------------|-----------------|-----------------------|
| 10/01 – 03/31          | ISR               | 04/30           | Contracting Officer   |
| 04/01 – 09/30          | ISR               | 10/30           | Contracting Officer   |
| 10/01 – 09/30          | ISR               | 10/30           | Contracting Officer   |

## 7. RECORDKEEPING:

*FAR 19.704 (a) (11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. (Check all that apply.) (If NO is checked, please indicate why these types of records are not maintained).*

A. *Small, small disadvantaged, women-owned small, HUBZone small, veteran-owned small business concern source lists, guides, and other data identifying such vendors.*

\_\_\_\_\_ YES \_\_\_\_\_ NO

B. *Organizations contracted for small, small disadvantaged, women-owned small, HUBZone small, veteran-owned small and service disabled veteran-owned small business sources.*

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. *On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether veteran-owned small business concerns were solicited, and if not, why not; (6) whether service disabled veteran-owned small businesses were solicited, and if not, why not; and (7) reasons for the failure of solicited small,*

*small disadvantaged, women-owned small, HUBZone small, veteran-owned small, and service disabled veteran-owned small business concerns to receive the subcontract award..*

\_\_\_\_\_ YES \_\_\_\_\_ NO

*D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs.*

\_\_\_\_\_ YES \_\_\_\_\_ NO

*E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.*

\_\_\_\_\_ YES \_\_\_\_\_ NO

*F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size and ownership status (SDB, WOB, HUBZone, VOSB, SDVOSB, etc.) of each subcontractor. (This item is not required for company or division-wide commercial plans.)*

\_\_\_\_\_ YES \_\_\_\_\_ NO

*G. Other records to support your compliance with the subcontracting plan: (Please describe)*

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#### 8. TIMELY PAYMENT TO SUBCONTRACTORS

**FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontract with small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns, and service disabled veteran-owned small business concerns.**

Your company has established and uses such procedures:

\_\_\_\_\_ YES \_\_\_\_\_ NO

#### 9. DESCRIPTION OF GOOD FAITH EFFORT

Maximum practicable utilization of small, small disadvantaged women-owned small, HUBZone small, veteran-owned small, and service disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S. C. 637 (d) (4) (F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, small disadvantaged, women-owned small, HUBZone small, veteran-owned small, and service disabled veteran-owned small business subcontracting goals, **outline the steps your company plans to take.** These steps will be negotiated with the contracting officer prior to approval of the plan.

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10. SIGNATURES REQUIRED

This subcontracting plan was SUBMITTED by:

Signature:

Typed Name:

Title:

Date:

This subcontracting plan was REVIEWED by:

Signature:

Typed Name:

Title: Contracting Officer

Date:

This subcontracting plan was REVIEWED by:

Signature:

Typed Name:

Title: Small Business Specialist

Date:

This subcontracting plan was REVIEWED by:

Signature:

Typed Name:

Title: Small Business Administration - PCR

Date:

This subcontracting plan was ACCEPTED by:

Signature:

Typed Name:

Title: Contracting Officer

Date:

# Attachment #3

SF-24 Bid Bond

**BID BOND**

(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

OMB Control Number: 9000-0045  
Expiration Date: 7/31/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 25 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE☐ CORPORATION ☐ OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

| PENAL SUM OF BOND    |                      |             |            |       | BID IDENTIFICATION                       |                   |
|----------------------|----------------------|-------------|------------|-------|------------------------------------------|-------------------|
| PERCENT OF BID PRICE | AMOUNT NOT TO EXCEED |             |            |       | BID DATE                                 | INVITATION NUMBER |
|                      | MILLION(S)           | THOUSAND(S) | HUNDRED(S) | CENTS | FOR (Construction, Supplies or Services) |                   |

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

| PRINCIPAL                     |        |        |        |                |
|-------------------------------|--------|--------|--------|----------------|
| SIGNATURE(S)                  | 1.     | 2.     | 3.     | Corporate Seal |
|                               | (Seal) | (Seal) | (Seal) |                |
| NAME(S) & TITLE(S)<br>(Typed) | 1.     | 2.     | 3.     |                |

| INDIVIDUAL SURETY(IES) |           |           |
|------------------------|-----------|-----------|
| SIGNATURE(S)           | 1. (Seal) | 2. (Seal) |
| NAME(S)<br>(Typed)     | 1.        | 2.        |

| CORPORATE SURETY(IES) |                               |    |                        |                      |
|-----------------------|-------------------------------|----|------------------------|----------------------|
| SURETY A              | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) |
|                       | SIGNATURE(S)                  | 1. | 2.                     | Corporate Seal       |
|                       | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |



|                 |                               |    |                        |                      |                |
|-----------------|-------------------------------|----|------------------------|----------------------|----------------|
| <b>SURETY B</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| <b>SURETY C</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| <b>SURETY D</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| <b>SURETY E</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| <b>SURETY F</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| <b>SURETY G</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |

### INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

EXHIBIT 2

# Attachment #4

## Payment and Performance Bonds

**PAYMENT BOND**

(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045

Expiration Date: 7/31/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE  
☐ CORPORATION ☐ OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S) THOUSAND(S) HUNDRED(S) CENTS

CONTRACT DATE

CONTRACT NUMBER

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

**PRINCIPAL**

|                               |        |        |        |                |
|-------------------------------|--------|--------|--------|----------------|
| SIGNATURE(S)                  | 1.     | 2.     | 3.     | Corporate Seal |
|                               | (Seal) | (Seal) | (Seal) |                |
| NAME(S) & TITLE(S)<br>(Typed) | 1.     | 2.     | 3.     |                |

**INDIVIDUAL SURETY(IES)**

|                    |        |        |
|--------------------|--------|--------|
| SIGNATURE(S)       | 1.     | 2.     |
|                    | (Seal) | (Seal) |
| NAME(S)<br>(Typed) | 1.     | 2.     |

**CORPORATE SURETY(IES)**

|          |                               |                        |                       |                |
|----------|-------------------------------|------------------------|-----------------------|----------------|
| SURETY A | NAME & ADDRESS                | STATE OF INCORPORATION | LIABILITY LIMIT<br>\$ | Corporate Seal |
|          | SIGNATURE(S)                  | 1.                     | 2.                    |                |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1.                     | 2.                    |                |

**CORPORATE SURETY(IES) (Continued)**

|                 |                               |    |                        |                       |                |
|-----------------|-------------------------------|----|------------------------|-----------------------|----------------|
| <b>SURETY B</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                       |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                       |                |
| <b>SURETY C</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                       |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                       |                |
| <b>SURETY D</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                       |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                       |                |
| <b>SURETY E</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                       |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                       |                |
| <b>SURETY F</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                       |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                       |                |
| <b>SURETY G</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                       |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                       |                |

**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045  
Expiration Date: 7/31/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL    ☐ PARTNERSHIP    ☐ JOINT VENTURE  
☐ CORPORATION    ☐ OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

**PENAL SUM OF BOND**

MILLION(S)    THOUSAND(S)    HUNDRED(S)    CENTS

CONTRACT DATE

CONTRACT NUMBER

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has entered into the contract identified above.

**THEREFORE:**

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS:**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

**PRINCIPAL**

|                            |           |           |           |                |
|----------------------------|-----------|-----------|-----------|----------------|
| SIGNATURE(S)               | 1. (Seal) | 2. (Seal) | 3. (Seal) | Corporate Seal |
| NAME(S) & TITLE(S) (Typed) | 1.        | 2.        | 3.        |                |

**INDIVIDUAL SURETY(IES)**


|                 |           |           |
|-----------------|-----------|-----------|
| SIGNATURE(S)    | 1. (Seal) | 2. (Seal) |
| NAME(S) (Typed) | 1.        | 2.        |

**CORPORATE SURETY(IES)**

|          |                            |    |                        |                      |                |
|----------|----------------------------|----|------------------------|----------------------|----------------|
| SURETY A | NAME & ADDRESS             |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|          | SIGNATURE(S)               | 1. | 2.                     |                      |                |
|          | NAME(S) & TITLE(S) (Typed) | 1. | 2.                     |                      |                |

## CORPORATE SURETY(IES) (Continued)

|                 |                               |    |                        |                      |                |
|-----------------|-------------------------------|----|------------------------|----------------------|----------------|
| <b>SURETY B</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| <b>SURETY C</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| <b>SURETY D</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| <b>SURETY E</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| <b>SURETY F</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| <b>SURETY G</b> | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |

|                                                                                                         |                        |            |
|---------------------------------------------------------------------------------------------------------|------------------------|------------|
| <b>BOND PREMIUM</b>  | RATE PER THOUSAND (\$) | TOTAL (\$) |
|                                                                                                         |                        |            |

## INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.
  - When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.
  - When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

## Attachment #5

### Best Management Practices (BMP)



### Best Management Practices

If Federally listed species are found in the contractor's designated project area, the contractor will immediately notify the government's project manager and the COR. Any species requiring relocation will be relocated by a qualified biological monitor to a safe location outside the impact corridor and in accordance with accepted species handling protocols to the extent practicable.

Construction speed limits should not exceed 35 mph on major unpaved roads and 25 mph during night time hours.

All equipment maintenance, staging, laydown, and dispensing of fuel, oil, or any other such activities, will occur in government designated areas using appropriate containment measures.

Only authorized contractors are allowed within the construction site. No pets owned or under the care of the construction workers will be permitted inside the project's construction boundaries, adjacent native habitats, or other associated work areas.

To prevent entrapment of wildlife species during the construction of the project, all excavated, steep walled holes or trenches more than 2 feet deep will either be covered at the close of each working day by plywood or provided with one or more escape ramps constructed of earth fill or wooden planks. The ramps will be located at no greater than 1,000-foot intervals and will be sloped less than 45 degrees. Each morning before the start of construction and before such holes or trenches are filled, they will be thoroughly inspected for trapped animals. Any animals so discovered will be allowed to escape voluntarily (by escape ramps or temporary structures), without harassment, before construction activities resume, or removed from the trench or hole by a qualified biologist and allowed to escape unimpeded.

A CBP-approved spill protection plan must be implemented by the contractor at construction site to ensure that any toxic substances are properly handled and not allowed to impact the environment. Agency standard protocols should be used. Drip pans underneath equipment, and containment zones used when refueling vehicles or equipment.

To eliminate attraction to predators of protected animals, all food related trash items such as wrappers, cans, bottles, and food scraps, will be disposed of immediately after use, in closed containers and removed daily from the project site.

Nonhazardous waste materials and other discarded materials such as construction waste will be contained until removed from site. This should assist in keeping the project area and surroundings free of litter and reduce the amount of disturbed area needed for waste storage.

Waste water (water used for project purposes that is contaminated with construction materials, was used for cleaning equipment and thus carries oils or other toxic materials or other contaminants in accordance with state regulations) will be stored in closed containers on site until removed for disposal. Concrete wash water will not be dumped on the ground, but is to be collected and moved offsite for disposal.

To prevent entrapment of wildlife species during emplacement of vertical posts/bollards, all vertical fence posts/bollards that are hollow (i.e., those that will be filled with a reinforcing material such as concrete), shall be covered so as to prevent wildlife from entrapment. Covers will be deployed from the time the posts or hollow bollards are erected to the time they are filled with reinforcing material.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Imported materials such as gravel must be from a clean source, obtained from existing developed or previously used sources, and not from undisturbed sites.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Within the contractor's designated project area, grading or topsoil removal will be limited to areas where this activity is needed to provide the ground conditions needed for construction. Minimizing disturbance to soils will enhance the ability to restore the disturbed area after the project is complete.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| All water to be used for construction purposes must be from a potable source.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Fill material brought in from outside the project area will be clean and identified as to source location. Fill material will be weed free.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| All staging, parking, and equipment storage areas will be in areas designated by the government.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| The contractor will only use access roads identified by the government.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| No off-road vehicle activity will occur outside of the project footprint.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Visible space underneath all heavy equipment must be checked for listed species and other wildlife prior to moving the equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Construction equipment shall possess properly working mufflers and shall be kept properly tuned to reduce backfires. Implementation of these measures shall reduce the expected short term noise impacts to an insignificant level in and around the construction site.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Mitigation measures will be incorporated to ensure that PM10 emission levels do not rise above the de minimus threshold as required per 40 CFR 51.853(b)(1). Measures shall include dust suppression methods to minimize airborne particulate matter that will be created during construction activities. Standard construction BMPs, such as routine watering of the access roads, shall be used to control fugitive dust during the construction phases of the proposed project. Additionally, all construction equipment and vehicles shall be required to be kept in good operating condition to minimize exhaust emissions.                                                                                                                                                       |
| Vehicular traffic associated with the construction activities and operational support activities shall remain on government designated and established roads.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Standard construction procedures shall be implemented to minimize the potential for erosion and sedimentation during construction. All work shall cease during heavy rains, and shall not resume until conditions are suitable for the movement of equipment and materials. All fuels, waste oils, and solvents shall be collected and stored in tanks or drums within a secondary containment area consisting of an impervious floor and bermed sidewalls capable of holding the volume of the largest container stored therein. The refueling of machinery shall be completed following accepted guidelines, and all vehicles shall have drip pans during storage to contain minor spills and drips. No refueling or storage shall take place within 100 feet of a drainage channel. |
| All chemicals or potentially toxic materials are stored in secure containers, clearly labeled and removed from the site when construction is complete.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |